

## GENERAL TERMS AND CONDITIONS FOR HOTELS' USE OF INSTAROOM

### 1. GENERAL

1.1 These general terms and conditions for hotels' use of Instaroom (the "**General Terms & Conditions**") shall apply to the use of the Service provided by IRDTRAVEL AB (559076-2117), Eternellvägen 20, 218 34 Bunkeflostrand, Sweden ("**IRDTRAVEL**") to the Customer. By agreeing to an Order or by signing up at the Signup page, the Customer agrees to strictly adhere to the General Terms and Conditions and to be legally bound to them in relation to the Customer and its officers, employees and representatives.

1.2 The Order or the Signup page (as applicable) includes information relating specifically to the Customer's ordering and use of the Service, such as the number of authorized users of the Customer, fees, subscription periods and payment plan. In case of any inconsistency between the terms of the Order or the Signup page (including any other content of the Agreement) and these General Terms and Conditions, the Order or the Signup page shall prevail.

1.3 Capitalized terms used in these General Terms and Conditions or elsewhere in the Agreement and not defined in the Order shall have the following meaning:

- (a) "**Agreement**" means together the Order or Signup page, the General Terms and Conditions and any other documentation referenced therein by IRDTRAVEL.
- (b) "**Customer**" is identified in the Order or at the Signup page.
- (c) "**Customer Data**" shall have the meaning ascribed to it in Section 6.5.
- (d) "**Notified Change**" shall have the meaning ascribed to it in Section 2.2.
- (e) "**Order**" means any quote, proposal, estimate or other offering of services directed to the Customer and which is accepted by the Customer by other means than through the Signup page, including agreements referring to these General Terms and Conditions.
- (f) "**Party**" and "**Parties**" mean IRDTRAVEL and the Customer (individually and collectively).
- (g) "**Service**" means the service that IRDTRAVEL shall provide on a continuous basis during the accepted payment plan, as further described at the Site.
- (h) "**Signup page**" means the page at the Site where the Customer creates an account and signs up to the Service.
- (i) "**Site**" means the website from which the Service is being provided, i.e. <http://www.instaroom.travel/>.

### 2. PROVISION OF THE SERVICE

2.1 IRDTRAVEL shall; i) upon completion of registering the Customer's account, configure the Service for the Customer in accordance with the Customer's written requirements provided to, and accepted by IRDTRAVEL, and thereafter

provide the Customer with the object code to the messaging widget to be used by the Customer as part of the Service, and ii) upon completion of the foregoing point (i), make the Service available to the Customer at the Site for the duration of each subscription period as indicated in the payment plan and paid for and subject to the restrictions and limitations specified in the Order or at the Signup page and elsewhere in the Agreement. The Service shall be delivered in accordance with the service description available at the Site. IRDTRAVEL provides, to a limited and reasonable extent, customer support (via email or phone) on a "best effort", "as is" and "as available" basis.

2.2 IRDTRAVEL may, from time to time without prior written notice, make changes to the Site and the Service as well as the provisions of this Agreement. However, if any major changes are made that could other than insignificantly affect the Customer's use of the Site and/or the Service, IRDTRAVEL shall provide the Customer with at least thirty (30) days' prior written notice (a "**Notified Change**"), by email or by posting the notice in the Service or at the Site. If the Customer does not accept a Notified Change it shall, prior to the expiration of the notice period of the Notified Change, inform IRDTRAVEL thereof in writing and shall be entitled to terminate the Agreement upon fifteen (15) days' written notice (however, IRDTRAVEL may then decide not to effectuate the Notified Change, in which case the Customer's termination shall become void). For the avoidance of doubt, any continued use by the Customer of the Service following the effective date of the Notified Change (or any other change) constitutes acceptance by the Customer of the Notified Change.

2.3 The Service shall be provided in accordance with laws and regulations applicable to IRDTRAVEL in its capacity as a supplier of IT-services.

2.4 The Services and the Customer Data are operated, monitored and backed-up by IRDTRAVEL's IT partner. IRDTRAVEL shall ensure that its IT partner takes, implements and maintains an up-to-date industry security standard, including technical and organizational measures against computer viruses and/or malicious and/or harmful software on the software included by IRDTRAVEL in the Service.

2.5 IRDTRAVEL has the right, without liability to refund or compensate the Customer, to temporarily suspend the provision of the Service should IRDTRAVEL, in its professional discretion, suspect that the Customer's use of the Service causes or imposes, or may cause or impose a risk for, system failure or a security threat to the Service or other customers' use of services from IRDTRAVEL. IRDTRAVEL shall inform the Customer hereof without undue delay.

### 3. FEES AND PAYMENT

- 3.1 The Customer shall on a recurring basis for each subscription period pay the service fee stated in the Order or at the Signup page, in accordance with the payment plan included therein. The service fee for the first subscription period shall be invoiced upon the completion of registering the Customer's account at the Site and thereafter, for subsequent subscription periods be invoiced in advance of each period.
- 3.2 All fees in the Agreement are (i) non-refundable (e.g. as regards partial months of Service), (ii) not subject to set-off and (iii) exclusive of VAT and other taxes and/or duties. Terms of payment are fourteen (14) days from date of invoice.
- 3.3 For any overdue payments, IRDTRAVEL shall have the right to charge a monthly interest of 3 percent based on the outstanding overdue balance. If payment of any amount is more than ten (10) days past due, IRDTRAVEL may, without any liability whatsoever, terminate or suspend the provision of the Service or access to the Customer's account(s) upon two (2) days prior written notice to the Customer. The Customer shall be liable for any payment collection costs and reasonable attorney fees and expenses incurred by IRDTRAVEL in connection with overdue payments.

### 4. CUSTOMER OBLIGATIONS

- 4.1 The Customer is solely responsible for maintaining the confidentiality of its log-in information and IRDTRAVEL shall have no responsibility for any unauthorized use of the Customer's account.
- 4.2 The Customer is responsible for and agrees among other things:
- (a) to use the Service only via the Customer's own account at the Site;
- (b) not to use the Site and the Service for other purposes than for the purposes which IRDTRAVEL has indicated that the Site and the Service are intended for;
- (c) to use the Service professionally, which among other things means that objectionable, offensive, unethical, invasive, fraudulent and inaccurate information, text and other content may not be provided or published by the Customer;
- (d) to abide by any and all applicable laws and regulations in respect of using the Site or the Service for marketing, communication or messaging purposes, including marketing and privacy laws, protecting the personal integrity of individuals e.g. in connection with the messaging with hotel guests;
- (e) not to provide the Site or the Service with information that contain any sort of software virus or anything that will have any negative impact on any type of software, hardware or telecommunication equipment; and

- (f) adhere to such other instructions and policies regarding permitted use of the Service that IRDTRAVEL from time to time issues in writing.

- 4.3 The Customer shall, upon request, grant access to and provide IRDTRAVEL with information about the Customer to the extent relevant and required to perform the Service. The Customer shall cooperate with IRDTRAVEL as reasonably required for the provision of the Service.
- 4.4 The Customer shall indemnify and hold harmless IRDTRAVEL from any and all claims, liabilities, damages and/or costs (including but not limited to, reasonable attorneys' fees) relating to any breach of the Agreement by Customer.

### 5. LIABILITY FOR DEFECTS

- 5.1 IRDTRAVEL warrants to the Customer that during each subscription period for which the Customer has paid the applicable service fees, the Service will in all material aspects conform to the service description available at the Site.
- 5.2 IRDTRAVEL is not liable for any breach of the warranties contained in Section 5.1 relating to: (i) the use of the Service not in accordance with the Agreement; (ii) breach of the Customer's obligations included in the Agreement; or (iii) a third party (other than a sub-contractor of IRDTRAVEL) or the Customer. In order not to lose its right to make any claims under the Agreement, the Customer must promptly inform IRDTRAVEL of the warranty breach and provide a reasonably detailed description of the breach.
- 5.3 The Customer's sole remedy and IRDTRAVEL's sole obligation for a breach of Section 5.1, shall (at IRDTRAVEL' option and expense) be to (i) correct or re-perform the relevant part of the Service, within a reasonable time or (ii) repay a proportionate share of the service fee paid for the relevant subscription period.
- 5.4 Except for the express warranties set forth in these General Terms and Conditions and to the fullest extent permitted by applicable law, IRDTRAVEL makes no warranties or representations of any kind, either express or implied, statutory or otherwise in relation to any subject matter of the Agreement, including without limitation any warranties of merchantability, satisfactory quality, timely and error-free performance, availability, fitness for a particular purpose and non-infringement and the Service is provided "as is".

### 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 As between the Parties, all intellectual property rights in the Service and the Site, including changes, updates or modifications thereof as well as any other result created, directly or indirectly, in the provision of the Service, are and remain exclusively vested with IRDTRAVEL. Except as expressly provided otherwise in this Section 6, no licenses under any copyrights, trademarks, design right or other

intellectual property rights are granted to the other Party hereunder.

6.2 Subject to the Customer paying the fees specified in the Agreement and to the limitations set out in Section 6.3, IRDTRAVEL grants to the Customer a right to access and use the Service, during the term of and in accordance with the Agreement.

6.3 To the fullest extent permitted by applicable law, the limitations/restrictions specified in this Section 6.3 shall apply. Customer may not reverse engineer, decompile, modify, adapt or create a derivative work of the whole or any part of the software or associated documentation included in the Service for any purpose, or remove or alter any copyright or other proprietary notice on any part of the Service or the Site.

6.4 The Customer grants to IRDTRAVEL a license to use (and, where applicable, allow sub-contractors to use) intellectual property rights of the Customer, e.g. design rights, trademarks, logotypes, etc., to the extent relevant for the provision of the Service.

6.5 The Customer is the owner of the data that are provided by the Customer to IRDTRAVEL when using the Service and the data created by the Customer, including messages and other communication to the Customer's hotel guests (the "**Customer Data**"), and IRDTRAVEL has the right to use the Customer Data only for the purposes of providing the Service and fulfilling the Agreement. Notwithstanding the foregoing, IRDTRAVEL may collect, use and disclose data, including meta data, derived from the use of the Service for service improvement, analysis, analytics, marketing and other business purposes. No such data collected and used will identify the Customer or any representative of the Customer. Additionally, IRDTRAVEL may use the Customer's contact details (including those related to the Customer's users) for quality assurance purposes and other business purposes.

## 7. CONFIDENTIALITY

7.1 During the term of the Agreement and thereafter, each Party undertakes not to disclose any information about or related to the other Party's business of a nature that would normally be regarded as a business or professional secret, whether or not it is stated to be confidential and which is not in the public domain unless: (i) such Party is requested or required to do so by law or court order; (ii) such disclosure has been consented to by the other Party in writing; or (iii) the information is disclosed to its representatives who make no other use of the information than for assisting the Party and who are bound by a duty of confidence corresponding to this Section 7 and which applies to any information disclosed.

7.2 If a Party becomes required, in circumstances contemplated by point (i) in Section 7.1 to disclose any information, such

Party shall, to the extent permitted by law, inform and consult with the other Party regarding the intended disclosure.

7.3 Notwithstanding Sections 6 and 7, IRDTRAVEL may refer to the Customer as its customer in marketing material without the Customer's prior written approval.

## 8. PERSONAL DATA

8.1 Each Party shall be responsible for ensuring that its processing of personal data complies with applicable law. To the extent that IRDTRAVEL processes personal data as a data processor on behalf of the Customer (being the data controller) in performing IRDTRAVEL's obligations under the Agreement, Article 28(3) of the GDPR (Regulation (EU) 2016/679) is incorporated herein by reference. The subject matter, duration, nature and purpose of the processing and the type of personal data and categories of data subjects follow from the Agreement.

8.2 The Customer shall, easily accessible on its website, provide the following link [Instaroom.travel/privacy](https://instaroom.travel/privacy) to IRDTRAVEL's privacy policy. Further, the Customer shall ensure that its website contains information on its use of cookies, in accordance with applicable law.

## 9. LIMITATION OF LIABILITY

9.1 In addition to the limitation of IRDTRAVEL' liability for breach of warranties regulated in Section 5, the following limitations set out in this Section 9 apply.

9.2 In no event shall IRDTRAVEL be liable to the Customer for indirect or consequential damages, including but not limited to, loss of production, business, investment, revenue, goodwill or data. Thus, in no event shall IRDTRAVEL be liable for any missed opportunities as regards potential or actual hotel guests or have any other liability relating to the relationship between the Customer and its hotel guests, such as cancelled, lost or incorrect reservations/bookings. The exclusion of liability shall apply irrespective of whether or not such loss or damage was possible to anticipate.

9.3 The annual liability of IRDTRAVEL under this Agreement shall be limited to an amount equal to fifty (50) percent of the total fees paid by the Customer to IRDTRAVEL during the preceding 12-months' period. If the event giving rise to the damages occurs during the first twelve (12) months, the liability shall be limited to fifty (50) % of the fees paid up to the event given rise to the damages adjusted to a twelve (12) months' subscription period.

9.4 The foregoing limitation of liability shall not apply to violations of intellectual property rights of the other Party, breaches of confidentiality obligations under Section 7, the Customer's obligation to pay applicable fees or breaches resulting from an intentional or grossly negligent act or omission of a Party.

## 10. TERM AND TERMINATION

- 10.1 The Agreement shall enter into force upon the acceptance of the initial Order or completion of the signup procedure at the Signup page. The Agreement shall continue in force for each subscription period (including any trial period, if applicable) until terminated in accordance with the terms of the Agreement. Either Party may terminate the Agreement effective upon the expiry of the trial period or the then current subscription period by providing written notice of termination to the other Party i) at least 30 days prior to the expiry of trial/subscription periods in respect of subscriptions that renew on a monthly basis, or ii) at least three (3) months prior to the expiry of the subscription periods in respect of subscriptions that renew on an annual basis. However, in respect of monthly subscriptions, a minimum commitment period of three (3) months applies.
- 10.2 Each Party may terminate the Agreement with immediate effect by giving written notice to the other Party if: (i) such Party commits a material breach, and fails to remedy such breach (in case such breach is capable of remedy) within ten (10) days of notice from the other Party specifying the breach; or (ii) such Party is declared bankrupt, enters into liquidation, commences composition or restructuring proceedings or arrangements with a major part of its creditors or otherwise is or becomes insolvent.
- 10.3 Upon termination of this Agreement (i) the Customer shall cease using the Service and return to IRDTRAVEL all software and associated documentation and destroy all copies thereof in its possession, (ii) IRDTRAVEL shall return to the Customer all Customer Data and (iii) provisions hereof that due to their nature are intended to survive, shall survive the termination of this Agreement.

## 11. MISCELLANEOUS

- 11.1 This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes and replaces all prior oral and written agreements related to the subject matter.
- 11.2 The Agreement may not be amended except by a written agreement signed by the Parties. No waiver of a breach of or default under the Agreement will be valid unless the waiver is in writing and signed by the Party giving the waiver. No waiver will be deemed a waiver of any subsequent breach or default.
- 11.3 All notices related to this Agreement shall, unless otherwise stated herein, be in writing and shall be deemed to be validly given when delivered personally or mailed by registered or certified mail or email (return receipt requested) to the other Party at the address set forth in the Agreement.
- 11.4 If a Party is prevented from performing its obligations due to circumstance beyond that Party's control, such as natural disasters, labour disputes, amendment to laws, government

intervention, and errors or delays in services from a sub-contractor for reasons of force majeure, this shall constitute grounds for an increase in the amount of time available for performing a task as well as relief from damages and any other sanctions. If, due to the circumstances mentioned above, the performance is prevented for longer than two (2) months, each Party has the right to terminate the Agreement with immediate effect. Each Party shall immediately notify the other Party in the event of a force majeure situation that prevents performance.

- 11.5 Neither Party may assign the Agreement in whole or in part without the other Party's prior written consent, provided that IRDTRAVEL may assign this Agreement in whole or in part to an affiliate of IRDTRAVEL.

- 11.6 IRDTRAVEL may use sub-contractors (including sub-processors, in or outside of the EU/EEA) for the performance of its obligations under the Agreement, e.g. IT partners, without the separate approval of the Customer. IRDTRAVEL shall be liable for the sub-contractor's work and performance as for its own.

## 12. GOVERNING LAW; JURISDICTION

- 12.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Sweden. Any dispute, controversy or claim arising out of, or in connection with this Agreement shall be settled by the courts of Sweden, with the district court of Stockholm as first instance.